

**THE CITY OF MURFREESBORO
WATER AND SEWER DEPARTMENT
INVITATION TO BID**

The City of Murfreesboro ("City") will receive and publicly open sealed bids in the Water and Sewer Department Administrative Office, 300 NW Broad Street, Murfreesboro, Tennessee 37130, telephone number (615) 890-0862. This Invitation to Bid (ITB) is subject to the instructions, conditions, specifications, addenda, and any other elements of this ITB, including those incorporated by reference.

DATE ISSUED: September 15, 2014

BID TITLE: Single-Phase Emergency Generators

CITY CONTACT PERSON: Alan Cranford

TELEPHONE NUMBER: (615) 848-3222

FAX: (615) 848-3244

All bid responses must be received and acknowledged in the City Water and Sewer Department Office on or before the day and time listed below, at which time all bids will be publicly opened and read aloud.

SUBMIT BID RESPONSE

IN SEALED ENVELOPE TO: BID – Single-Phase Emergency Generators
Attn: Alan Cranford
Murfreesboro Water and Sewer Department
300 NW Broad Street
Murfreesboro, Tennessee 37133-1477

Bid envelope must include the bid title, bid opening date, and the bidder's name. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

BID OPENING DATE: September 29, 2014

BID OPENING TIME: 2:00 p.m. Murfreesboro, Tennessee, local time

BID OPENING LOCATION: Murfreesboro Water and Sewer Department
300 NW Broad Street

**Murfreesboro Water and Sewer Department
Murfreesboro, Tennessee
Invitation to Bid**

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1 INSTRUCTIONS AND CONDITIONS

1.1 Submission to Murfreesboro Water and Sewer Department.

The City of Murfreesboro is requesting bids for the purchase of LP powered single-phase stationary emergency standby rated generators, each with an automatic transfer switch. The City intends to purchase up to four (4) generators within twelve (12) months of contract award. Sealed bids must be received at the Murfreesboro Water and Sewer Department, Administrative Office, Attention Alan Cranford, 300 NW Broad Street, Murfreesboro, Tennessee 37130, before 2:00 p.m. CDT, September 29, 2014. Late bids will not be considered and will be returned unopened.

1.2 Deadline and Late Responses.

No bids received after bid opening date and time will be accepted. Bids postmarked on or before the bid opening date but received at the Murfreesboro Water and Sewer Department Administrative Office, 300 NW Broad Street, Murfreesboro, Tennessee 37130 after the specified time will be considered late and will be returned unopened. The City shall not be responsible for bids that are mailed or sent via private delivery services. The City will not accept bids submitted by fax or electronic mail.

1.3 Organization of Bid and Completeness.

Please submit an original signed copy of the bid to Alan Cranford at the address set forth in 1.1 above. All bids must be sealed and clearly marked with the bidder's name and the words, ***"Bid: Single-Phase Emergency Generators- ATTN: Alan Cranford, Bid Opening Date – September 29, 2014."*** Failure to provide this information on the envelope may result in the bid not being considered. Bidders must allow sufficient time to ensure receipt of the bid. It shall be the sole responsibility of the bidder to have the bid delivered to the Murfreesboro Water and Sewer Department before the bid deadline.

Each bid shall be set forth on the attached bid form.

Partial or incomplete bids will be rejected. All bid responses should be typewritten. If not typewritten, they must be written in ink and clearly legible, and numbers must be expressed in both words and figures. Erasures, white-outs, typeovers, and other modifications should be initialed. Bidders are cautioned to verify their bid response prior to submission.

1.4 Signature.

All bids must be signed by a duly authorized officer of the company empowered with the legal right to bind the company. A typed name will not be acceptable without the person's written signature as well. Signatures are required where indicated; failure to comply with this requirement shall be cause for rejection of bid. All submitted bids must be binding for a period of ninety (90) calendar days from the bid opening date.

1.5 Response to Terms and Conditions.

Unless an exception is taken, the awarded contract will contain the requirements of this Invitation to Bid. In its sole discretion, the Murfreesboro Water and Sewer Department reserves the right to either consider or reject any bid which takes exception to the specifications or attached contract.

1.6 Completeness of Invitation to Bid ("ITB").

These documents constitute the complete set of specification requirements and ITB. The bidder is responsible for insuring that all pages and all addenda are received.

The City advises all bidders to closely examine this ITB package and immediately direct any questions regarding the completeness of this ITB package and any addenda thereto to the City's Contact Person.

1.7 Communication with the Murfreesboro Water and Sewer Department.

The Murfreesboro Water and Sewer Department has designated Alan Cranford to be responsible for coordinating communications between the department and firms submitting bids for the items in this bid invitation. If additional information is required in order to make an interpretation of items in this ITB, written questions (including faxes or e-mails) will be accepted until seven (7) calendar days prior to the bid opening date. All questions regarding the ITB should be addressed to:

Alan Cranford
Murfreesboro Water and Sewer Department
Telephone: (615) 848-3222
Fax: (615) 848-3244
Email: acranford@murfreesborotn.gov

The Murfreesboro Water and Sewer Department specifically requests that no contact concerning this ITB be made with any other Water and Sewer Department personnel until the selection process has been completed. Failure to honor this requirement will be viewed negatively in the selection process and may result in the disqualification of a bid.

1.8 Discrepancies, Errors, and Omissions.

Any discrepancies, errors, omissions, or ambiguities in this ITB, the specifications or addenda (if any) should be reported to the contact person for the Murfreesboro Water and Sewer Department. If necessary, a written addendum will be issued to firms on record and the addendum will be incorporated in the ITB and will become part of the contract. The Murfreesboro Water and Sewer Department will NOT be responsible for any oral instructions, clarifications or other communications and no such oral communication may be relied on by any bidder.

1.9 Minimum Requirements.

Specifications furnished in the ITB are intended to establish a desired quality or performance level, or other minimum requirements, which will provide the Murfreesboro Water and Sewer Department with the best product available at the lowest possible price. Should the bidder wish to propose items which exceed the minimum specifications, the bidder is encouraged to attach a separate sheet providing a description of such components.

1.10 Unit Price and Substitutes.

Bidders must specify manufacturer's name for all products proposed and show the unit price on each individual item as specified. Prices quoted must be the price for new (not reconditioned or remanufactured) merchandise direct from the manufacturer that is free from defects. If proposing a substitute article, a bidder must provide the manufacturer's name, brand, model, make and catalogue reference, specifications for the substituted article, and/or other information that will enable the Murfreesboro Water and Sewer Department to make the determination of similarity, serviceability and suitability of the substitute. The Murfreesboro Water and Sewer Department reserves the right to be the sole judge in making such determination.

1.11 Bid Modification.

Bids may be modified, withdrawn, and/or resubmitted in writing to the Murfreesboro Water and Sewer Department prior to the deadline for bid submission. After this deadline, no withdrawals or resubmissions may be made for any reason.

1.12 Tax Exempt.

The City is exempt from federal and state taxes. Upon request, the City will provide a sales tax exemption certificate to the awarded firm. Vendors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations to the City, nor shall any vendor be authorized to use the City's Tax Exemption Number in securing such materials.

1.13 Pricing Effective for One (1) Year.

The successful bidder shall provide in its bid price the various components of equipment, including all parts, labor, accessories and any other standard equipment, necessary to make these items function as intended. Pricing for each component shall be effective for one (1) year from date of bid award. If, in the bidder's opinion, additional equipment or services are necessary to make the system fully operational, this shall be included with explanation in the bid. It is requested that bidders raise any such questions in advance of submitting a bid to the City. To submit a bid implies consent to the terms set forth in this ITB.

1.14 Approval Required.

No award or acquisition can be made until approved by the Murfreesboro Water and Sewer Department Board and the City Council. This solicitation in no manner obligates the Murfreesboro Water and Sewer Department to the eventual rental, lease, or purchase of any equipment or service described, implied, or which may be proposed, until confirmed by a written contract. Progress towards this end is solely at the discretion of the Murfreesboro Water and Sewer Department and may be terminated at any time prior to the signing of a contract.

1.15 Consideration of Bid.

Any items proposed deemed not of equal and/or better and of comparable quality as that specified shall be cause for rejection of a bid. In addition to the price, the following aspects will also be considered in the award of a contract:

- a. The ability of the bidder to perform the contract or to provide the material or service required;
- b. Whether the bidder can perform the contract and provide the material or service promptly or within the time specified without delay or interference;
- c. The character, integrity, reputation, experience and efficiency of the bidder;
- d. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- e. The ability of the bidder to provide future maintenance and service for the use of the subject contract;
- f. Terms and conditions stated in bid;
- g. Compliance with specifications or the ITB; and

- h. Utilization of the bid form for submittal of a bid.

1.16 Terms and Conditions.

The Murfreesboro Water and Sewer Department reserves the right to reject any and all bids, to waive any irregularities in a bid, to make awards to more than one bidder, to accept any part or all of a bid, or to accept the bid (or bids) which, in the judgment of the governing body, is in the best interest of the Murfreesboro Water and Sewer Department.

1.17 Withdrawal of Bid.

No bidder may withdraw its bid for a period of ninety (90) calendar days after the date and time set for the opening of the responses. In the event the Murfreesboro Water and Sewer Department awards a contract to a bidder and during such ninety (90) calendar day period determines that such bidder will be unable to properly perform the contract, the Murfreesboro Water and Sewer Department reserves the right to terminate the contract and award the contract to the next best offer without being required to re-advertise the project.

1.18 Cost of Response.

The Murfreesboro Water and Sewer Department will not be liable for any costs incurred by the bidders in preparing a response to this solicitation. Bidders will submit responses at their own risk and expense. The Murfreesboro Water and Sewer Department makes no guarantee that any equipment or services will be purchased as a result of the solicitation and reserves the right to reject any and all responses. All responses and their accompanying documentation will become records of the Murfreesboro Water and Sewer Department.

1.19 Contract.

The successful vendor's response to this ITB shall be included as an addendum to the contract. Should any conflict or discrepancy arise between the ITB and the contract, the contract shall control. All bidders who are awarded contracts pursuant to this ITB agree to be bound by the terms and conditions set forth in the attached City Contract (Attachment A). If the bidder objects to any contract terms or proposes any additional terms, such objections and terms must be set forth in the bid. Rejection of any proposed City Contract terms may be a basis for rejection of the bid.

1.20 Contract Termination.

The Murfreesboro Water and Sewer Department reserves the right to cancel the contract for the work without cost or penalty to the Water and Sewer Department if, in the Murfreesboro Water and Sewer Department's opinion, there is a failure at any time by the contractor to adequately perform the contract, or if there is any attempt to willfully impose upon the Murfreesboro Water and Sewer Department a material or product or workmanship which is, in the opinion of the Murfreesboro Water and Sewer Department, of an unacceptable quality. Cancellation of the contract shall not impair any rights or claim of the Murfreesboro Water and Sewer Department to damages for the breach of any covenants of the contract by the contractor.

The contract awarded may be terminated upon any of, but not limited to, the following occurrences: a) bankruptcy or insolvency of the bidder or one or more of the bidder's principal owners; b) unauthorized substitution of products other than those identified in the specifications or specifically approved by the City as a substitute prior to award of the contract; c) unsatisfactory performance of products

supplied by the bidder or services provided by the bidder; d) fraud and e) any other breach of the terms of the ITB specifications or contract.

1.21 Contract Modification.

The contract may be modified only by written amendment executed by all parties and their signatories hereto.

1.22 Replacement or Repair.

No waiver of any provision of the contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

The Murfreesboro Water and Sewer Department, at its option and in lieu of immediate termination, may request the awarded bidder replace or repair any defective goods or correct performance by written notice to the contractor. In that event, the contractor shall take corrective action within the amount of time specified by the Murfreesboro Water and Sewer Department in the written notice. Exercise of this option shall not relieve the contractor of any liability to the Murfreesboro Water and Sewer Department for damages for the breach of any covenants of the contract by the contractor.

1.23 Expense of Legal Action.

Awarded bidder agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, awarded bidder shall pay all expenses of such action including the City's attorney fees and costs at all stages of the legal action.

1.24 Governing Laws.

The validity, construction and effect of the contract, and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

1.25 Severability.

Should any provision of the contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of the contract. Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

1.26 Indemnification and Hold Harmless.

Contractor shall indemnify and hold harmless the City, its officers, agents and employees from: i) any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of this contract; and ii) any claims, damages, penalties, costs, and attorney's fees arising from any failure of awarded bidder, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

1.27 Statutory Disqualification.

By submitting a response, it is represented that neither it nor any of its officers, directors, shareholders, members, or partners has been convicted or plead guilty or

nolo contender to any violation of the Sherman Anti-Trust Act, mail fraud, or other state or federal criminal violation in connection with a contract let by the State of Tennessee, or any political subdivision of the State of Tennessee.

1.28 Contractor's Employment Practices.

Bidder, after being first duly sworn, affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to the individual's race, creed, color, national origin, age or sex and it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

1.29 City's Employment Practices.

It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

1.30 Conflict of Interest.

By submitting a response, it is represented that no Board member or officer of the Murfreesboro Water and Sewer Department or other persons whose duty is to vote for, let out, overlook, or in any manner supervise any work on any contract for the Murfreesboro Water and Sewer Department has a "direct interest", as defined by T.C.A. §12-4-101, in the bidder or in the work which is subject to this ITB.

1.31 Ethical Standards.

Bidder understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or bid therefore.

1.32 Breach of Ethical Standards.

A breach of ethical standards could result in civil and/or criminal sanctions and/or debarment or suspension from being a contractor or subcontractor under City contracts.

1.33 Payment.

Payment will be made by the Murfreesboro Water and Sewer Department after goods and/or services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

1.34 Delivery.

All items must be available for delivery within ninety (90) calendar days of bid award. Unless otherwise specified in this ITB, delivery and freight charges are to be prepaid and included in the bid price. Forty-eight (48) hours advance notice should be given

prior to delivery. Deliveries of all items shall be made as stated in the ITB specifications. The bidder must indicate the best delivery date after receipt of order. Deliveries resulting from this ITB are to be made during the normal working hours of the Murfreesboro Water and Sewer Department. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the awarded firm fail to deliver items on or before its stated date, the Murfreesboro Water and Sewer Department reserves the right to cancel the order or contract. The awarded firm(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

Deliver according to Manufacturer's standard requirements. Deliver two (w) generators to 5528 Sam Jared Drive, Murfreesboro, TN 37130, 90 days ARO. Coordination for delivery shall be made with Alan Cranford or Steve Toler at (615) 848-3222.

1.35 Acceptance of Delivery.

Delivered items will not be considered "accepted" until an authorized agent for the Murfreesboro Water and Sewer Department has, by inspection or test of such items, determined that they fully comply with specifications. Acceptance will take place upon final completion of project after an inspection has been made by the Owner's representative. Contact Alan Cranford at (615) 848-3222 to schedule final inspection. The Murfreesboro Water and Sewer Department may return, for full credit and at no expense to the Murfreesboro Water and Sewer Department, any item(s) received which fail to meet the specifications as stated in this ITB. All deliveries made pursuant to this ITB, and the contract award, must be made pursuant to written purchase order of the City. The Murfreesboro Water and Sewer Department assumes no liability for goods and/or services provided without a written purchase order from the Murfreesboro Water and Sewer Department.

1.36 Warranty.

Unless otherwise specified every item proposed shall have a manufacturer's warranty against defects in parts or workmanship. System shall be warranted for a period of two (2) years from the date of start-up by Factory Authorized Technician.

1.37 Codes and Regulation.

All equipment must comply with Murfreesboro Water and Sewer Department, City of Murfreesboro, county, state, and federal laws, rules, codes and regulations. The contractor will obtain and pay for all permits, if any, necessary to complete the work.

1.38 Operations Manual.

The system must be accompanied with an operations and maintenance manual.

2 SCOPE OF PROJECT

2.1 Equipment.

The Murfreesboro Water and Sewer Department is seeking bids for the purchase of up to four (4) LP powered 36kW single-phase stationary emergency standby rated generators, each with an automatic transfer switch, standard factory startup, checks and adjustments (includes simulated power failure test), and customer training as set forth in the specifications. System shall provide completely automatic unattended operation, for the duration of any loss of normal utility power.

3 BID AND SUBMISSION REQUIREMENTS

3.1 Bid Form.

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the bid be submitted on the bid form set forth in Section 5 of this ITB. Any deviation from the bid specifications must be noted otherwise the bid may be rejected.

3.2 References.

Please provide contact information for three clients, including name, title and telephone number for the representative of the organizations or firms for which you provided similar equipment and services.

3.3 Cost.

The bid shall include a total delivered price for LP powered 36kW single-phase stationary emergency standby rated generators, each with an automatic transfer switch, standard factory startup, checks and adjustments (includes simulated power failure test), and customer training as set forth in the specifications.

4 EVALUATION

4.1 Bid Evaluation.

Each bid will be evaluated based on the following criteria:

- a. *Bidder's Compliance.* The Murfreesboro Water and Sewer Department will evaluate bids for compliance and completeness.
- b. *Experience.* The Murfreesboro Water and Sewer Department will evaluate the overall experience of the bidder.
- c. *Costs and Terms.* The Murfreesboro Water and Sewer Department will evaluate whether the proposed costs and terms are, in the Murfreesboro Water and Sewer Department's judgment, consistent with current market pricing, appropriate for the equipment and services provided, and commensurate with the level of quality expected.
- d. *Other.* Any other information that the Murfreesboro Water and Sewer Department deems relevant and material in evaluating the bidders.

It is estimated that the Murfreesboro Water and Sewer Department evaluation will result in a recommendation of an award of contract to the Murfreesboro Water and Sewer Department Board and the City Council within thirty (30) days of the bid opening date.

The specifications described in this ITB are designed to establish a minimum level of quality and are not meant to preclude equipment manufacture of equal or better quality.

5 BID FORM

Bid Name: 36kW Single-Phase Emergency Generators
Bid Opening: 2:00 p.m. September 29, 2014 at Murfreesboro Water and Sewer
Administrative Office, 300 NW Broad Street, Murfreesboro, TN

All prices must include all costs of items as specified. Costs included in the bid prices shall include parts, labor, accessories, freight, and delivery. **Pricing shall be effective for one (1) year from date of bid award.** The City is not subject to sales tax.

The City intends to purchase up to four (4) generators within one (1) year contract award. Bidder acknowledges, however, that the City does not guarantee the purchase of any specific or minimum quantity of units during the term of this agreement.

In compliance with this ITB, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) calendar days from the date of award, to furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.

	Total Cost
Total delivered price for an LP powered 36kW single-phase stationary emergency standby rated generator, with an automatic transfer switch, standard factory startup, checks and adjustments (includes simulated power failure test), and customer training as set forth in the specifications. Freight to delivery location included.	\$ _____

THIS RESPONSE SHALL BE REJECTED IF NOT SIGNED WHERE INDICATED.

Name of Firm: _____

Form of Business: _____

Authorized Signature and Date:

Name Printed and Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail _____ Delivery Date: _____

6 BID SPECIFICATIONS

6.1 Specifications.

The City seeks to purchase LP powered 36kW single-phase stationary emergency standby rated generators, with an automatic transfer switch. Equipment must be supplied by a factory authorized industrial dealer providing start-up and service.

Specifications are minimums. Substitutions that exceed minimums may be allowed where such substitutions are in the best interests of the Department and do not affect the intended use. Any substitutions must be identified on the Bid Form. Specifications listed below describe a Generac QT Series Generator Set Model QT036 system to establish a minimum acceptable level of quality, and are not intended to preclude acceptance of an equal or better system.

6.2 General Description.

- 6.2.1 The generator shall be LP powered, of modular design, self-contained in a weatherproof and sound attenuating corrosion resistant aluminum enclosure with electrostatically-applied and baked powder coat finish, and shall be the standard equipment of the supplier involved in the manufacture of this type equipment. The system shall be as manufactured by Generac QT Series Generator Set Model QT036 or equal.
- 6.2.2 The system shall be 36kW rated synchronous alternator, 120/240 volts, single phase, 3-wire, 60 Hz, 56kVA.
- 6.2.3 System shall be furnished with all necessary features and comprise a complete operable system.
- 6.2.4 All doors on the enclosure shall be strategically located as to allow ease on maintenance on the generator set and allow good access to and visibility of instruments, controls, engine gauges, etc.
- 6.2.5 All louvers shall be designed to help prevent the entrance of driving rainwater, but shall have sufficient free area to allow 100% of the total engine generator cooling air requirements used in this application.
- 6.2.6 The enclosure shall be designed and constructed in such a manner as to prevent the entrance of rodents.
- 6.2.7 Three (3) sets of Operation and Maintenance Manuals hardcopy and one (1) pdf version along with factory test report.
- 6.2.8 The generator shall be installed connected to an above ground LP fuel tank (Owner).
- 6.2.9 The generator shall be installed on a concrete pad in accordance with the Manufacturer's specifications (Owner).
- 6.2.10 Standard factory start-up, checks and adjustments (includes simulated power failure test), and customer training are to be completed at the location

of installation by a Factory Authorized Technician upon completion of installation by Owner.

6.3 Automatic Transfer Switch Specifications.

- 6.3.1 The automatic transfer switch shall be as manufactured by Generac Model RTSY150A3 or equal.
- 6.3.2 Automatic transfer switch shall be rated at 150 amps, 2 Pole construction, operating at 60 HZ, 120/240 Volts single phase, with 2-wire start circuit.
- 6.3.3 Load transition type.
 - 6.3.3.1 Automatic.
 - 6.3.3.2 Open transition.
 - 6.3.3.3 Service rated.
- 6.3.4 Exerciser is 12 minutes every 7 days.
- 6.3.5 Provide automatic transfer switches in NEMA 3R enclosures.
- 6.3.6 Standard set of 3 manuals.
- 6.3.7 All transfer switches shall be listed under UL 2200.
- 6.3.8 Two (2) year warranty

6.4 Generator Specifications.

- 6.4.1 Generator:
 - 6.4.1.1 Industrial gas engine driven generator, naturally aspirated 2.4L 4-cylinder engine.
 - 6.4.1.2 Fuel system shall be LP Vapor.
 - 6.4.1.3 Rating shall be stationary emergency-standby rated.
 - 6.4.1.4 Size shall be 36kW Rating, synchronous alternator, wired for 120/240 VAC single phase, 3-wire, 60 Hz output.
 - 6.4.1.5 Engine rated at 1800 rpms.
 - 6.4.1.6 Electronic governor Frequency regulation, isochronous steady state regulation +/-0.25%.
 - 6.4.1.7 Circuit breakers shall be 175A UL mainline.
 - 6.4.1.8 Aluminum weather protective sound enclosure Industrial Grey with powder paint finish.
 - 6.4.1.9 Factory installed critical-grade exhaust system.
 - 6.4.1.10 525 CCA, Group 26 battery with rack installed.
 - 6.4.1.11 Operate at or below 65 dB at normal operating load.
 - 6.4.1.12 2 AMP Battery charger installed.

- 6.4.1.13 Battery charging alternator.
- 6.4.1.14 Battery cables.
- 6.4.1.15 Battery tray.
- 6.4.1.16 Fuel shut-off solenoid valve.
- 6.4.1.17 Solenoid activated starter motor.
- 6.4.1.18 Air cleaner and oil filter with internal bypass.
- 6.4.1.19 Oil and antifreeze.
- 6.4.1.20 Oil and radiator drain extensions.
- 6.4.1.21 Vibration isolators between engine/alternator and base frame.
- 6.4.1.22 Standard flex exhaust.
- 6.4.1.23 Block Heater.
- 6.4.1.24 120V GFCI & 240V Outlet.
- 6.4.1.25 8 Position Load Center.
- 6.4.1.26 Standard set of 3 manuals.
- 6.4.1.27 Listed to standard UL2200.
- 6.4.1.28 Flex fuel line.
- 6.4.1.29 EPA Certified.
- 6.4.1.30 Standard Electronic Governor.

6.4.2 Generator Control Panel shall include:

- 6.4.2.1 Temp Range -20 to 60 degrees C.
- 6.4.2.2 Engine function monitoring and control:
 - 6.4.2.2.1 2-line plain text LCD display.
 - 6.4.2.2.2 Full range standby operation; Auto-Off-Manual switch.
 - 6.4.2.2.3 Programmable start delay between 10-30 seconds.
 - 6.4.2.2.4 Engine start sequence: Cyclic cranking: 16 seconds on, 7 seconds rest.
 - 6.4.2.2.5 Engine warm-up 5 seconds; Engine cool-down 1 minute.
 - 6.4.2.2.6 Smart battery charger.
 - 6.4.2.2.7 Automatic voltage regulation with over and under voltage protection.
 - 6.4.2.2.8 Automatic low oil pressure shutdown.
 - 6.4.2.2.9 Overspeed shutdown.
 - 6.4.2.2.10 High temperature shutdown.
 - 6.4.2.2.11 Overcrank protection.
 - 6.4.2.2.12 Safety fused.
 - 6.4.2.2.13 Failure to transfer protection.

- 6.4.2.2.14 Low battery protection.
- 6.4.2.2.15 50-event run log.
- 6.4.2.2.16 Future set capable exerciser.
- 6.4.2.2.17 Incorrect wiring protection.
- 6.4.2.2.18 Internal fault protection.
- 6.4.2.2.19 Common external fault capability.
- 6.4.2.2.20 Governor failure protection.
- 6.4.2.2.21 Waterproof connections.
- 6.4.2.2.22 All engine sensors are 4-20 ma for minimal interference.

SAMPLE CONTRACT - ATTACHMENT A
CONTRACT BETWEEN
CITY OF MURFREESBORO
AND
[INSERT CONTRACTOR NAME]
SINGLE-PHASE EMERGENCY GENERATORS

This contract is entered into on this [INSERT DATE], by and between **THE CITY OF MURFREESBORO WATER AND SEWER DEPARTMENT**, a municipal corporation of the State of Tennessee ("City") and **[INSERT CONTRACTOR NAME]**, **[INSERT TYPE OF ENTITY]** of the State of Tennessee ("Contractor"). This contract consists of the following documents:

- ***Invitation to Bid issued*** _____
- ***Bid Specifications issued*** _____
- ***Contractor's Bid Response dated*** _____
- ***This Contract*** _____

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***Any properly executed amendment or change order to this contract (most recent with first priority)***
- ***This Contract***
- ***Invitation to Bid and Bid Specifications***
- ***Contractor's Bid Response***

1. **Duties and Responsibilities of Contractor.** During the term of this Contract, Contractor agrees to provide up to four (4) single phase emergency generators as set forth in the attached Request for Bids, bid specification, and Contractor's Bid Response upon receipt of a purchase order from the City. Contractor acknowledges that the City does not guarantee the purchase of any specific or minimum quantity of units during the term of this agreement.
2. **Term.** The term of this contract shall be for one (1) year from the date of contract award. This contract shall not be effective until approved by the City Council and signed by all required parties.
3. **Payment and Delivery.**
 - 3.1. Payment will be made by the City after goods and/or services have been received, accepted, and properly invoiced. Invoices must bear the purchase order number. Deliveries of all items shall be made within ninety (90) calendar days of order. Deliver according to Manufacturer's standard requirements. Deliver two (2) generators to the Stones River Water Treatment Plant, 5528 Sam Jared Drive, Murfreesboro, TN 37130, 90 days ARO. Coordination for delivery shall be made with Alan Cranford or Steve Toler at (615) 848-3222.
 - 3.2. Deliveries of all items shall be made as stated in the ITB and bid specifications. Should the Contractor fail to deliver items on or before its stated date, the City reserves the right to cancel the order or contract. The Contractor shall be responsible for making any and all claims against carriers for missing or damaged items.
 - 3.3. Delivered items will not be considered "accepted" until an authorized agent for the City has, by inspection or test of such items, determined that they fully comply with

specifications. The City may return, for full credit and at no expense to the City, any item(s) received which fail to meet the specifications as stated in the Invitation to Bid.

- 3.4. All deliveries made pursuant to the contract must be made pursuant to the written purchase order of the City. The City assumes no liability for goods and/or services provided without a written purchase order from the City. Delivery and freight charges are to be prepaid and included in the bid price.
4. **Price.** The price for goods and other items and/or services shall be invoiced at the prices and charges fixed by the Contractor as per the attached bid which reflects a price of _____ per generator.
5. **Warranty.**
 - 5.1. Unless otherwise specified every item proposed shall have a manufacturer's warranty against defects in parts or workmanship. System shall be warranted for a period of two (2) years from the date of start-up by Factory Authorized Technician.
 - 5.2. The Bidder will submit all warranties, stating length of warranties, and subjects warranty covers.
6. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to City.
7. **Termination—Breach.** In the event that any of the provisions of the Contract are violated by the Contractor, the City may serve written notice upon the Contractor of its intention to terminate the Contract, and unless within seventy-two (72) hours after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement for correction be made, the City may immediately terminate the Contract at any time after said seventy-two (72) hours. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.
8. **Termination—Funding.** Should funding for this contract be discontinued, City shall have the right to terminate the contract immediately upon written notice to Contractor.
9. **Termination—Notice.** City may terminate this contract at any time upon thirty (30) calendar days written notice to Contractor. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory authorized work completed as of the termination date.
10. **Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.

11. Notices.

11.1. Notices to City including but not limited to notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of the Director, Murfreesboro Water and Sewer Department, P.O. Box 1477, 300 NW Broad Street, Murfreesboro, Tennessee 37133-1477.

11.2. Notices to Contractor shall be mailed or hand delivered to: [INSERT CONTRACTOR NAME AND ADDRESS]

12. Maintenance of Records. Contractor shall maintain documentation for all charges against City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

13. Modification of Contract. This contract may be modified only by written amendment executed by all parties and their signatories hereto. Depending upon the nature and amount of the amendment, the approval of the City Council may be required. Minor modifications to the contract may be approved by the Director of the Murfreesboro Water and Sewer Department.

14. Partnership/Joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

15. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

16. Employment. Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

17. Non-Discrimination. It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy.

18. Indemnification and Hold Harmless. Contractor shall indemnify and hold harmless City, its officers, agents and employees from:

18.1. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers,

employees and/or agents, including its sub or independent Contractors, in connection with the performance of the contract, and,

- 18.2. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- 18.3. Contractor shall pay City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.
19. **Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event City prevails, Contractor shall pay all expenses of such action including City's attorney fees and costs at all stages of the litigation.
20. **Assignment—Consent Required.** The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT **MUST** BE SENT TO THE ATTENTION OF THE DIRECTOR, MURFREESBORO WATER and SEWER DEPARTMENT, P.O. BOX 1477, MURFREESBORO, TENNESSEE 37133-1477.
21. **Entire Contract.** This contract, invitation to bid, bid specifications, and Contractor's bid response set forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
22. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of war, order of legal authority, act of nature, or other unavoidable causes not attributed to fault or negligence of Contractor.
23. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
24. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.
25. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
26. **Notices.** Any notice to Contractor from the City relative to any part of the Contract shall be considered delivered and the service thereof completed when said notice is posted by

registered mail, to the said Contractor at its last given address or delivered in person to said Contractor or its authorized representative on the work.

26.1. Notices to City shall be sent to:

Department: City of Murfreesboro Water and Sewer Department
Attention: Darren Gore, Director
Address: P.O. Box 1477
Murfreesboro, TN 37133-1477

26.2. Notices to Contractor shall be sent to:

Contractor: [INSERT CORRECT INFORMATION]
Attention:
Address:

27. **Effective Date.** This contract shall not be binding upon the parties until it has been signed first by the Contractor and then approved by the City Council and signed by the Mayor. When it has been so signed, this contract shall be effective as of the date first written above.

CITY OF MURFREESBORO

CONTRACTOR NAME
[TYPE IN THE NAME OF THE
COMPANY]

SAMPLE CONTRACT DO NOT SIGN

By: _____
Tommy Bragg, Mayor

By: _____
[INSERT NAME and TITLE OF SIGNING
AUTHORITY FOR CONTRACTOR]

Approved as to form:

STATE OF TENNESSEE)
: ss
COUNTY OF _____)

Susan Emery McGannon, City Attorney

Adam Tucker, Staff Attorney

Before me, the undersigned notary public, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the _____, or other officer authorized to execute the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and seal this ____
day of _____, 2014.

Notary Public

My Commission Expires: _____